



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
1200 Sixth Avenue
Seattle, WA 98101

FHCSF
9.9.1-1
03/01/2004

Jennifer L. Byrne
Assistant Regional Counsel
(206) 553-0050
byrne.jennifer@epa.gov

1 March 2004

via US Mail and facsimile, 360-694-4771

694-6413

Steven Hill
Miller Nash
PO Box 694
Vancouver, WA 98666-0694

Re: Agreement in the Matter of Frontier Hard Chrome Site, EPA Docket CERCLA-10-2003-0009

Dear Mr. Hill:

Pursuant to Paragraph 39 of the above-referenced Agreement, EPA hereby notifies your clients that EPA has fully executed this Agreement. The public comment period for the Agreement closed on February 26, and no comments were received. The Agreement takes effect immediately, but the Covenant Not to Sue for your clients takes effect as described in Paragraph 23.

I have enclosed a copy of the fully-executed Agreement, as well as a copy of the Neth Settlement Agreement. Thank you for your efforts in this matter.

Sincerely,

Jennifer Byrne
Assistant Regional Counsel

cc: Brian Chenoweth, Ryciewicz & Chenoweth
Mark Fleischauer, Kelly Development LLC
Region 10 Regional Hearing Clerk

USEPA SF



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Frontier Hard Chrome (Neths), 3/1/04



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 10
1200 Sixth Avenue
Seattle, WA 98101

Jennifer L. Byrne
Assistant Regional Counsel
(206) 553-0050
byrne.jennifer@epa.gov

1 March 2004

via US Mail and facsimile, 503-221-2182

Brian Chenoweth
Rycewicz & Chenoweth
601 SW Second Ave, Suite 1940
Portland, OR 97204

Re: Agreement in the Matter of Frontier Hard Chrome Site, EPA Docket CERCLA-10-2003-0009

Dear Mr. Chenoweth:

Pursuant to Paragraph 39 of the above-referenced Agreement, EPA hereby notifies your client that EPA has fully executed this Agreement. The public comment period for the Agreement closed on February 26, and no comments were received. The Agreement takes effect immediately, but the Covenant Not to Sue for your client takes effect as described in Paragraph 23 of the Agreement.

I have enclosed a copy of the fully-executed Agreement, as well as a copy of the Kelly Agreement. Thank you for your efforts in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "JB", with a long horizontal flourish extending to the right.

Jennifer Byrne
Assistant Regional Counsel

cc: Mark Fleischauer, Kelly Development LLC
Steven Hill, Miller Nash
Region 10 Regional Hearing Clerk

RECEIVED

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10

MAR -1 AM 11:54
HEARINGS CLERK
EPA -- REGION 10

IN THE MATTER OF:
Frontier Hard Chrome Site

Docket No. CERCLA-10-2003-0009

Under the authority of Section 122(h)(1)
of the Comprehensive Environmental
Response, Compensation, and Liability
Act of 1980, as amended, 42 U.S.C.
§ 9622(h)(1)

AGREEMENT

(b) (6), Estate of (b) (6), and
(b) (6) Family Trust,
Settling Parties

TABLE OF CONTENTS

I. JURISDICTION	1
II. BACKGROUND	2
III. PARTIES BOUND	3
IV. STATEMENT OF PURPOSE	3
V. DEFINITIONS	4
VI. REIMBURSEMENT OF RESPONSE COSTS	5
VII. FAILURE TO COMPLY WITH AGREEMENT	6
VIII. COVENANT NOT TO SUE BY EPA	8
IX. RESERVATIONS OF RIGHTS BY EPA	9
X. COVENANT NOT TO SUE BY THE SETTLING PARTIES	10
XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION	11
XII. RETENTION OF RECORDS	12
XIII. CERTIFICATION	12
XIV. NOTICES AND SUBMISSIONS	13
XV. INTEGRATION/APPENDICES	14
XVI. PUBLIC COMMENT	14
XVII. EFFECTIVE DATE	15

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to

1 the Unit Managers of the Office of Environmental Cleanup by EPA Delegation
2 No. R10 14-14-D. This Agreement is also entered into pursuant to the authority of the
3 Attorney General of the United States to compromise and settle claims of the United States.

4 2. This Agreement is made and entered into by EPA and (b) (6) the Estate of
5 (b) (6) and the (b) (6) Family Trust (Settling Parties). Each Settling Party
6 consents to and will not contest the authority of the United States to enter into this Agreement
7 or to implement or enforce its terms.

8 9 II. BACKGROUND

10 3. This Agreement concerns the Frontier Hard Chrome Site located in Vancouver,
11 Washington. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA,
12 42 U.S.C. § 9601(9).

13 4. In response to the release or threatened release of hazardous substances at or from
14 the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42
15 U.S.C. § 9604, and will undertake additional response actions in the future.

16 5. In performing response actions at the Site, EPA has incurred response costs and
17 will incur additional response costs in the future.

18 6. EPA alleges that the Settling Parties are responsible parties pursuant to Section
19 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response
20 costs incurred and to be incurred at the Site.

21 7. EPA has reviewed the Financial Information submitted by the Settling Parties to
22 determine whether the Settling Parties are financially able to pay response costs incurred and
23 to be incurred at the Site. Based upon this Financial Information, EPA has determined that
24 the Settling Parties are able to pay the amount specified in Paragraph 13 of this Agreement
25 without undue financial hardship.

26 8. The Settling Parties intend to sell a portion of the Frontier Hard Chrome Property
27 to (b) (6). (b) (6) has agreed to purchase the relevant portion of the Frontier Hard Chrome
28

1 Property from the Settling Parties for \$240,000, if Kelly first enters into a Prospective
2 Purchaser Agreement with EPA that is acceptable to both EPA and Kelly. EPA and (b) (6) are
3 in the process of negotiating a Prospective Purchaser Agreement.

4 9. EPA and the Settling Parties recognize that this Agreement has been negotiated in
5 good faith and that this Agreement is entered into without the admission or adjudication of
6 any issue of fact or law. The actions undertaken by the Settling Parties in accordance with
7 this Agreement do not constitute an admission of any liability. The Settling Parties do not
8 admit, and retain the right to controvert in any subsequent proceedings other than proceedings
9 to implement or enforce this Agreement, the validity of the facts or allegations contained in
10 this Section.

11 12 **III. PARTIES BOUND**

13 10. This Agreement shall be binding upon EPA and upon the Settling Parties and
14 their heirs, successors, and assigns. Any change in ownership or corporate or other legal
15 status of the Settling Parties, including but not limited to any transfer of assets or real or
16 personal property, shall in no way alter the Settling Parties' responsibilities under this
17 Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter
18 into the terms and conditions of this Agreement and to bind legally the party represented by
19 him or her.

20 21 **IV. STATEMENT OF PURPOSE**

22 11. By entering into this Agreement, the mutual objective of the Parties is to avoid
23 difficult and prolonged litigation by allowing the Settling Parties to resolve their alleged civil
24 liability under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for
25 injunctive relief with regard to the Site and for response costs incurred and to be incurred at or
26 in connection with the Site, subject to the reservations of rights included in Section IX
27 (Reservations of Rights by EPA).

V. DEFINITIONS

12. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and the attached appendices. In the event of conflict between this Agreement and the appendices, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

c. "Closing Costs" shall mean the expenses reasonably incurred and actually paid by (b) (6), the Estate of (b) (6), and the (b) (6) Family Trust associated with the sale of the Frontier Hard Chrome Property, including state or local taxes owed as a result of the sale of the Frontier Hard Chrome Property.

d. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "DOJ" shall mean the United States Department of Justice and any successor departments or agencies of the United States.

f. "EFT" shall mean Fedwire Electronic Funds Transfer.

g. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

h. "Financial Information" shall mean those financial documents identified in Appendix A.

i. "Frontier Hard Chrome Property" shall mean the portion of the Site owned by the Settling Parties. The Frontier Hard Chrome Property is located at 113 Y Street in Vancouver, Washington.

j. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

k. "Kelly" shall mean Kelly Development LLC.

l. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

m. "Parties" shall mean the United States on behalf of EPA and the Settling Parties.

n. "Section" shall mean a portion of this Agreement identified by a roman numeral.

o. "Settling Parties" shall mean (b) (6) the Estate of (b) (6) and the (b) (6) Family Trust.

p. "Site" shall mean the Frontier Hard Chrome Superfund site, located at 113 Y Street in Vancouver, Washington, and depicted generally on the map attached as Appendix B.

q. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

VI. REIMBURSEMENT OF RESPONSE COSTS

13. On or before the closing date of the sale of the Frontier Hard Chrome Property, the Settling Parties, and each of them, shall direct the escrow agent or the closing attorney to (1) pay \$30,000 in the form of a certified or cashier's check made payable to the Frontier Hard Chrome Environmental Trust and mail the check to Daniel J. Silver, Trustee, 421 South Capitol, Suite 303, Olympia, Washington 98501; and (2) pay the Frontier Hard Chrome Special Account within the EPA Hazardous Substance Superfund \$180,000 less 87.5% of the Closing Costs on or before the closing date of the sale of the Frontier Hard Chrome Property in accordance with the payment instructions in this Paragraph. The Settling Parties, and each of them, shall direct the escrow agent or closing attorney to make the payment to the Frontier

1 Hard Chrome Special Account within the EPA Hazardous Substance Superfund by EFT. A
2 wire transfer transaction shall include the following: 1) Account Title: *EPA Superfund*; 2)
3 Account Code: *9109109*; 3) Bank Code: *043000261*, 4) Lockbox: *360903M*. The description
4 field shall include the following: a) *Pay to the order of EPA Hazardous Substance Superfund*;
5 b) Settling Parties's names and addresses; c) *Frontier Hard Chrome Superfund Site, Site ID*
6 *1027*; d) the docket number of this Agreement. Within two business days after any payments
7 are mailed or electronically transmitted to the Frontier Hard Chrome Special Account within
8 the EPA Hazardous Substance Superfund or the Frontier Hard Chrome Environmental Trust, a
9 copy of all checks, transmittal letters, and all documents related to any EFT shall be sent to the
10 EPA representative listed in Section XIV (Notices and Submissions) of this Agreement and
11 also shall be sent to EPA Region 10 Financial Management Officer, United States
12 Environmental Protection Agency, 1200 Sixth Avenue, OMP-146, Seattle,
13 Washington 98101. EPA shall either retain and use funds received from, or on behalf of,
14 Settling Parties and deposited into the Frontier Hard Chrome Special Account to conduct or
15 finance response actions at or in connection with the Site, or transfer all or any portion of such
16 funds to the EPA Hazardous Substance Superfund.

17 14. Walter Neth shall execute and comply with the Frontier Hard Chrome
18 Environmental Trust Agreement, which shall be attached to this Agreement as Appendix C
19 after execution by all signatories.

20 21 **VII. FAILURE TO COMPLY WITH AGREEMENT**

22 15. If Settling Parties fail to direct the escrow agent or closing attorney to make the
23 payments required by Paragraph 13 of this Agreement on or before the closing date of the sale
24 of the Frontier Hard Chrome Property, Interest shall continue to accrue on the unpaid balance
25 from such closing date through the date of payment.

26 16. If Settling Parties fail to direct the escrow agent or closing attorney to make the
27 payments required by Paragraph 13 of this Agreement on or before the closing date of the sale

1 of the Frontier Hard Chrome Property, Settling Parties shall be in violation of this Agreement
2 and shall pay, as a stipulated penalty, in addition to the Interest required by the preceding
3 Paragraph, \$250 per day that such payment is late.

4 17. If Walter Neth does not comply with Paragraph 14 of this Agreement, Walter
5 Neth shall be in violation of this Agreement and shall pay, as a stipulated penalty, \$250 per
6 day of such noncompliance.

7 18. If Settling Parties do not comply with Paragraph 33 of this Agreement, Settling
8 Parties shall be in violation of this Agreement and shall pay, as a stipulated penalty, \$250 per
9 day of such noncompliance.

10 19. Stipulated penalties are due and payable within 30 days of the date of demand for
11 payment of the penalties. All payments under this Paragraph shall be identified as "stipulated
12 penalties" and shall be made by certified check or cashier's check made payable to the "EPA
13 Hazardous Substance Superfund," and referencing the name and address of the party making
14 payment, the Frontier Hard Chrome Superfund Site, EPA Region 10, Site/Spill ID # 1027, and
15 the docket number of this Agreement on either the check or an accompanying transmittal
16 letter. The payment shall be sent to Mellon Client Services Center, EPA Region 10, 500 Ross
17 Street, Post Office Box 360903M, Superfund, Pittsburgh, Pennsylvania 15251-6903. Within
18 two business days after any check(s) are mailed, a copy of all checks and transmittal letters
19 shall be sent to the EPA representative listed in Section XIV (Notices and Submissions) of
20 this Agreement and also shall be sent to the EPA Region 10 Financial Management Officer,
21 United States Environmental Protection Agency, 1200 Sixth Avenue, OMP-146, Seattle,
22 Washington 98101.

23 20. Penalties shall accrue as provided above regardless of whether EPA has notified
24 Settling Parties of a violation or made a demand for payment, but need only be paid upon
25 demand. All penalties shall begin to accrue on the day after payment is due or the day a
26 violation occurs, and penalties shall continue to accrue through the date of payment or the
27 final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous
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1 accrual of separate penalties for separate violations of this Agreement.

2 21. In addition to the Stipulated Penalty payments required by this Section and any
3 other remedies or sanctions available to the United States by virtue of the Settling Parties'
4 failure to comply with the requirements of this Agreement, if the Settling Parties fail or refuse
5 to comply with any term or condition of this Agreement, it shall be subject to enforcement
6 action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United
7 States prevails in an action to enforce this Agreement, the Settling Parties shall reimburse the
8 United States for all costs of such action, including but not limited to costs of attorney time.

9 22. Notwithstanding any other provision of this Section, EPA may, in its
10 unreviewable discretion, waive payment of any portion of the stipulated penalties that have
11 accrued pursuant to this Agreement. Payment of stipulated penalties shall not excuse Settling
12 Parties from complying with Paragraphs 13 and 14 of this Agreement or from performance of
13 any other requirements of this Agreement.

14 15 **VIII. COVENANT NOT TO SUE BY EPA**

16 23. Except as specifically provided in Section IX (Reservations of Rights by EPA),
17 EPA covenants not to sue or to take administrative action against the Settling Parties pursuant
18 to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the
19 Site. This covenant shall take effect for the Estate of (b) (6) and the (b) (6)
20 Family Trust after (1) EPA receives the payment required by Paragraph 13 of this Agreement;
21 and (2) the Trustee of the Frontier Hard Chrome Environmental Trust receives the payment
22 required by Paragraph 13 of this Agreement. This covenant shall take effect for Walter Neth
23 after (1) the events described in the preceding sentence; and (2) (b) (6) executes the
24 Frontier Hard Chrome Environmental Trust Agreement, which shall be attached to this
25 Agreement as Appendix C. This covenant not to sue also is conditioned upon the veracity and
26 completeness of the Financial Information provided to EPA by the Settling Parties. If the
27 Financial Information is subsequently determined by EPA to be false or, in any material
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1 respect, inaccurate, the Settling Parties shall forfeit all payments made pursuant to this
2 Agreement and the covenant not to sue shall be null and void. Such forfeiture shall not
3 constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any
4 other causes of action arising from the Settling Parties' false or materially inaccurate
5 information. This covenant not to sue and all reservations thereto and the contribution
6 protection in Paragraph 31 shall also apply to the heirs, devisees, and beneficiaries of the
7 Settling Parties, but only to the extent that the alleged liability of any of the heirs, devisees, or
8 beneficiaries is based solely on the inheritance of the Property and through no other means.
9 This covenant not to sue does not extend to any other person.

10 11 **IX. RESERVATIONS OF RIGHTS BY EPA**

12 24. EPA reserves, and this Agreement is without prejudice to, all rights against the
13 Settling Parties with respect to all matters not expressly included within the Covenant Not to
14 Sue by EPA in Paragraph 23. Notwithstanding any other provision of this Agreement, EPA
15 specifically reserves all rights against the Settling Parties with respect to:

16 a. liability for failure of the Settling Parties to meet a requirement of this
17 Agreement;

18 b. criminal liability;

19 c. liability for damages for injury to, destruction of, or loss of natural resources,
20 and for the costs of any natural resource damage assessments;

21 d. liability, based upon the ownership or operation of the Site, or upon the
22 transportation, treatment, storage, or disposal, or the arrangement for the transportation,
23 treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection
24 with the Site after Settling Parties execute this Agreement; and

25 e. liability arising from the past, present, or future disposal, release or threat of
26 release of a hazardous substance, pollutant, or contaminant outside of the Site.

27 25. Notwithstanding any other provision of this Agreement, EPA reserves, and this
28

1 Agreement is without prejudice to, the right to reinstitute or reopen this action, or to
2 commence a new action seeking relief other than as provided in this Agreement, if the
3 Financial Information provided by the Settling Parties, or the financial certification made by
4 the Settling Parties in Paragraph 35(d), is false or, in an material respect, inaccurate.

5 26. Nothing in this Agreement is intended to be nor shall it be construed as a release,
6 covenant not to sue, or compromise of any claim or cause of action, administrative or judicial,
7 civil or criminal, past or future, in law or in equity, which EPA may have against any person,
8 firm, corporation or other entity not a signatory to this Agreement, except as provided in
9 Paragraph 23 of this Agreement.

10 11 **X. COVENANT NOT TO SUE BY THE SETTLING PARTIES**

12 27. The Settling Parties agree not to assert any claims or causes of action against the
13 United States, or its contractors or employees, with respect to the Site or this Agreement,
14 including but not limited to:

15 a. any direct or indirect claim for reimbursement from the EPA Hazardous
16 Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111,
17 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other
18 provision of law;

19 b. any claims arising out of response activities at the Site;

20 c. any claim against the United States pursuant to Sections 107 and 113 of
21 CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site;

22 d. a claim against EPA or the United States based upon the Uniform Relocation
23 Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4622; and

24 e. a claim against EPA or the United States arising out of an assertion that
25 private property has been taken for public use, without just compensation, in contravention of
26 the Fifth Amendment to the Constitution of the United States of America.

27 28. Nothing in this Agreement shall be deemed to constitute approval or
28

1 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611,
2 or 40 C.F.R. 300.700(d).

3 29. The Settling Parties agree not to assert any claims or causes of action that they
4 may have for all matters relating to the Site, including for contribution, against any other
5 person, except when necessary to comply with Paragraph 14 of this Agreement.

6 7 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

8 30. Except as provided in Paragraphs 14 and 29, nothing in this Agreement shall be
9 construed to create any rights in, or grant any cause of action to, any person not a Party to this
10 Agreement. EPA reserves any and all rights (including, but not limited to, any right to
11 contribution), defenses, claims, demands, and causes of action that it may have with respect to
12 any matter, transaction, or occurrence relating in any way to the Site against any person not a
13 Party hereto.

14 31. The Parties agree that the Settling Parties are entitled, as of the effective date of
15 this Agreement, to protection from contribution actions or claims as provided by Sections
16 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters
17 addressed" in this Agreement. The "matters addressed" in this Agreement are all response
18 actions taken or to be taken and all response costs incurred or to be incurred, at or in
19 connection with the Site, by the United States or any other person.

20 32. In any subsequent administrative or judicial proceeding initiated by the United
21 States for injunctive relief, recovery of response costs, or other appropriate relief relating to
22 the Site, the Settling Parties shall not assert, and may not maintain, any defense or claim based
23 upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-
24 splitting, or other defenses based upon any contention that the claims raised in the subsequent
25 proceeding were or should have been addressed in this Agreement; provided, however, that
26 nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in
27 Paragraph 23.

XII. RETENTION OF RECORDS

33. Within 90 days after Settling Parties, and each of them, execute this Agreement, each Settling Party shall deliver to EPA an original or copy of all documents or information now in its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions or response costs at or in connection with the Site, regardless of any retention policy to the contrary.

34. The Settling Parties may assert that certain documents or information that Settling Parties otherwise are required to produce pursuant to the preceding Paragraph are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document or information; 2) the date of the document or information; 3) the name and title of the author of the document or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document or information; and 6) the privilege asserted. However, no documents or information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document or information, the document or information shall be provided to EPA in redacted form to mask the privileged portion only. The Settling Parties shall retain all documents or information that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in favor of the Settling Parties.

XIII. CERTIFICATION

35. By signing this Agreement, each Settling Party certifies that, to the best of its knowledge and belief, it has:

- a. conducted a thorough, comprehensive, good faith search for documents or

1 information, and have fully and accurately disclosed to EPA all documents or information
2 currently in their possession, or in the possession of their officers, directors, employees,
3 contractors, or agents, which relates in any way to the ownership, operation, or control of the
4 Site, or to the ownership, possession, generation, treatment, transportation, storage, or
5 disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

6 b. not altered, mutilated, discarded, destroyed or otherwise disposed of any
7 documents or information relating to their potential liability regarding the Site after
8 notification of potential liability or the filing of a suit against them regarding the Site;

9 c. fully complied with any and all EPA requests for documents or information
10 regarding the Site and the Settling Party's financial circumstances pursuant to Sections 104(e)
11 and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e); and

12 d. submitted to EPA Financial Information that fairly, accurately, and materially
13 sets forth their financial circumstances, and that those circumstances have not materially
14 changed between the time the Financial Information was submitted to EPA and the time the
15 Settling Party executes this Agreement.

16 17 **XIV. NOTICES AND SUBMISSIONS**

18 36. Whenever, under the terms of this Agreement, notice is required to be given or a
19 document is required to be sent by one Party to another, it shall be directed to the persons at
20 the addresses specified below, unless those persons or their successors give notice of a change
21 to the other Party in writing. Written notice as specified herein shall constitute complete
22 satisfaction of any written notice requirement of this Agreement with respect to EPA and the
23 Settling Parties.

24 As to EPA: Sean Sheldrake
25 Remedial Project Manager
26 U.S. Environmental Protection Agency
1200 Sixth Ave, MS ECL-111
Seattle, Washington 98101

1 As to the Settling Parties:

2 (b) (6)
3 c/o Brian D. Chenoweth
4 1001 SW 5th Ave, Suite 1300
5 Portland, Oregon 97204-1151

6 and

7 Estate of (b) (6)
8 Lillian Mae Neth Family Trust
9 c/o Steven F. Hill
10 Miller Nash LLP
11 500 East Broadway, Suite 400
12 Vancouver, Washington 98660-3324

13 XV. INTEGRATION/APPENDICES

14 37. This Agreement and its appendices constitute the final, complete and exclusive
15 agreement and understanding between the Parties with respect to the settlement embodied in
16 this Agreement. The Parties acknowledge that there are no representations, agreements, or
17 understandings relating to the settlement other than those expressly contained in this
18 Agreement. The following appendices are attached to and incorporated into this Agreement:

19 "Appendix A" is a list of the financial documents submitted to EPA by the Settling
20 Parties;

21 "Appendix B" is a map of the Site.

22 "Appendix C" is the Frontier Hard Chrome Environmental Trust Agreement
23 referenced in Paragraph 14 of this Agreement.

24 XVI. PUBLIC COMMENT

25 38. This Agreement shall be subject to a public comment period of not less than
26 thirty days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with
27 Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this
28 Agreement if comments received disclose facts or considerations indicating that this
Agreement is inappropriate, improper, or inadequate.

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XVII. EFFECTIVE DATE

39. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Parties that EPA has fully executed the Agreement after review of and any response to any public comment received pursuant to the preceding Paragraph.

IT IS SO AGREED:

Walter Neth
Walter Neth
c/o Brian D. Chenoweth
1001 SW 5th Avenue Suite 1300
Portland, Oregon 97204-1151

Date: July 18 23

1 Estate of (b) (6)

2
3 By Julie Scheel
4 Julie Scheel, Personal Representative
5 c/o Steven F. Hill
6 Miller Nash
7 900 Washington Street
8 Vancouver, Washington 98666-0694
9

Date: July 14, 2003

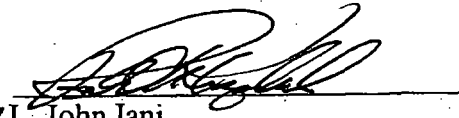
10 (b) (6) Family Trust

11
12 By Julie Scheel
13 Julie Scheel, Trustee
14 c/o Steven F. Hill
15 Miller Nash
16 900 Washington Street
17 Vancouver, Washington 98666-0694
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Date: July 14, 2003

1 United States Environmental Protection Agency

2
3 By



Date:

Aug 4, 2003

4 L. John Iani
5 Regional Administrator, Region X
6 United States Environmental Protection Agency
7 1200 Sixth Avenue
8 Seattle, Washington 98101
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1 United States Department of Justice

2
3 By Kelly A. Johnson
Thomas L. Sansonetti

Date: 11.24.03

Acting 8 Assistant Attorney General
Environment and Natural Resources Division
5 United States Department of Justice

6
7 By Wayne T. Ault

Date: October 6, 2003

8 Wayne T. Ault
9 Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
10 Post Office Box 7611
11 Washington, D.C. 20044-7611

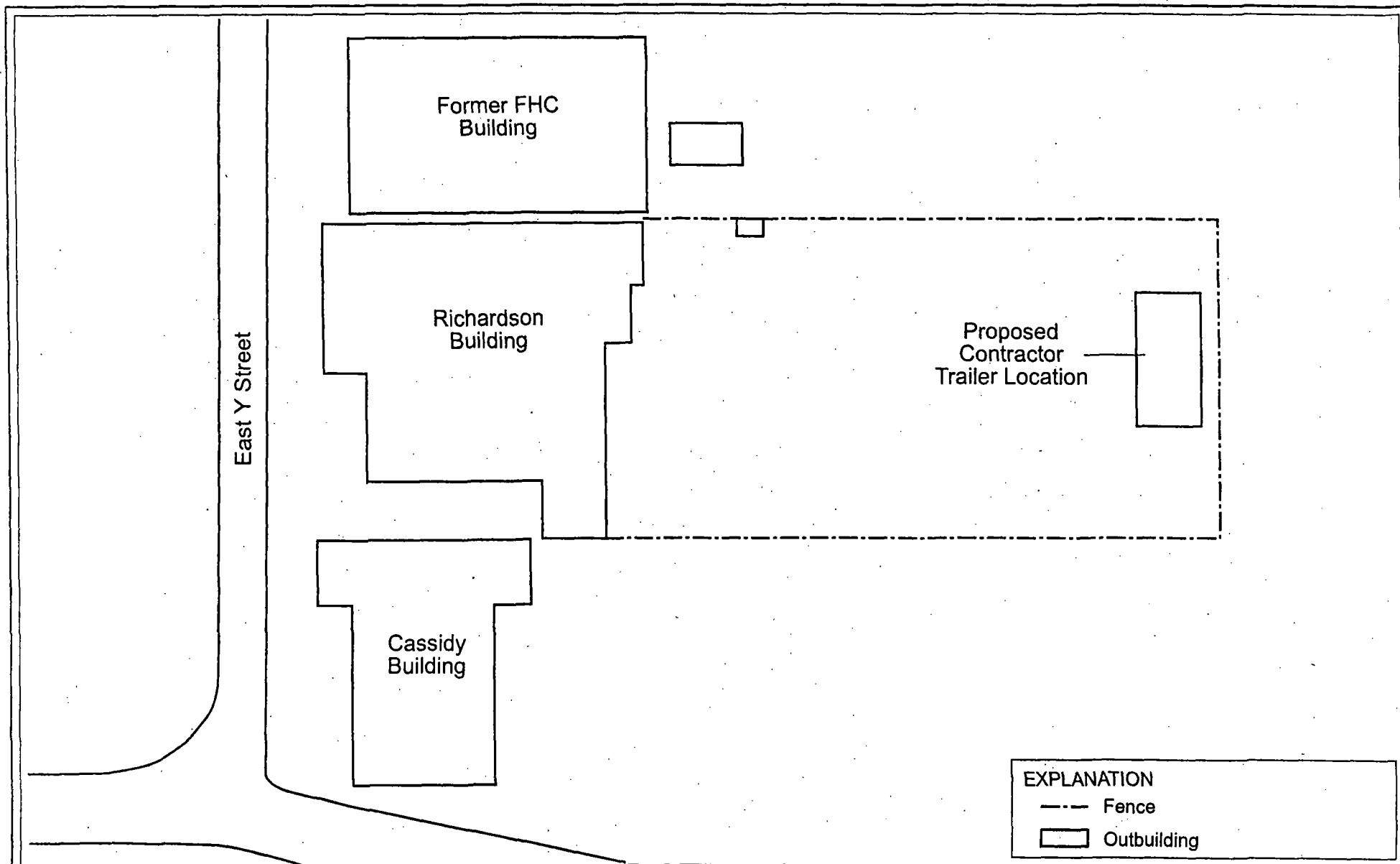
Agreement
In Re: Frontier Hard Chrome Site
(b) (6) Estate of (b) (6)
and (b) (6) Family Trust

Appendix A
Financial Documents Submitted by Settling Parties

DATE	SUBJECT
Financial Documents as to (b) (6)	
03/05/2000	Individual Financial Statement
02/15/2000	Tax Information Authorization
02/13/2000	Disclosure Form - Individual
02/16/2000	Form 1040 - U.S. Individual Income Tax Return - 1996
02/16/2000	Form 1040 - U.S. Individual Income Tax Return - 1997
02/16/2000	Form 1040 - U.S. Individual Income Tax Return - 1998
02/16/2000	Form 1040 - U.S. Individual Income Tax Return - 1999
Financial Documents as to the Estate of (b) (6)	
05/30/2003	Financial Statement of Corporate Debtor
11/04/2002	Order Approving Partial Distribution
undated	2002 Fiduciary Return prepared for: Estate of (b) (6) Form 1041 - U.S. Income Tax Return for Estates and Trusts - 2002
undated	2001 Fiduciary Return prepared for: Estate of (b) (6) Form 1041 - U.S. Income Tax Return for Estates and Trusts - 2001
04/05/2001	Form 1041 - U.S. Income Tax Return for Estates and Trusts - 2000
04/30/2003	Columbia Credit Union Statement of Account
Financial Documents as to the (b) (6) Family Trust	
05/30/2003	Financial Statement of Corporate Debtor
05/12/2000	Order Reopening Estate and Approving Nonjudicial Binding Agreement
10/10/2002	Notification to Beneficiaries of Intent to Sell Trust Property from the (b) (6) (b) (6) Testamentary Trust (a/k/a Family Trust) dated March 16, 1985
undated	2002 Fiduciary Return prepared for: (b) (6) Trust Form 1041 - U.S. Income Tax Return for Estates and Trusts - 2002
undated	2001 Fiduciary Return prepared for: (b) (6) Trust Form 1041 - U.S. Income Tax Return for Estates and Trusts - 2001
04/05/2001	2000 Fiduciary Return prepared for: (b) (6) Trust Form 1041 - U.S. Income Tax Return for Estates and Trusts - 2000
04/25/2003	Merill Lynch, Pierce, Fenner & Smith, Inc. Individual Investor Account

Agreement
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and (b) (6) Family Trust

Appendix B
Site Maps



Frontier Hard Chrome—Vancouver, Washington
Site Diagram

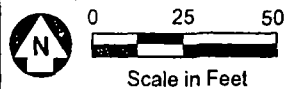


Figure
1-2

Agreement
In Re: Frontier Hard Chrome Site
(b) (6) Estate of (b) (6)
and (b) (6) Family Trust

Appendix C
Frontier Hard Chrome
Environmental Trust Agreement

**FRONTIER HARD CHROME ENVIRONMENTAL TRUST
TRUST AGREEMENT**

WHEREAS, this Trust Agreement (Agreement) is entered into between and among (b) (6) an individual (Grantor), and (b) (6) an individual (Trustee).

WHEREAS, Grantor and the United States Environmental Protection Agency (EPA) have entered into an agreement pursuant to Section 122(h)(1) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9622(h)(1), regarding the Frontier Hard Chrome Superfund Site (Settlement Agreement).

WHEREAS, pursuant to the terms of the Settlement Agreement, Grantor has agreed to establish and assign certain assets to a trust.

WHEREAS, Grantor has selected Trustee to be the trustee pursuant to this Agreement, and Trustee is willing to act as trustee.

NOW THEREFORE, Grantor and Trustee agree as follows:

I. DEFINITIONS

1. Whenever terms listed below are used in this Agreement, the following definitions shall apply:

a. "Beneficiary" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

b. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States.

c. "EFT" shall mean Fedwire Electronic Funds Transfer.

d. "Grantor" shall mean Walter Neth and any successors or assigns of (b) (6)

e. "Site" shall mean the Frontier Hard Chrome Superfund Site.

f. "Trustee" shall mean (b) (6) and any successor trustee.

g. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

II. ESTABLISHMENT AND ACCEPTANCE OF TRUST

2. Grantor and Trustee hereby establish a trust fund (Fund) for the benefit of Beneficiary as stated herein. Grantor and Trustee intend that no third party have access to the Fund.

3. The Fund shall consist of claims pursuant to, and proceeds from, insurance policies described in Exhibit 1 to this Agreement, together with any and all claims pursuant to, and proceeds from, any and all additional insurance policies in which Grantor is subsequently determined to have any interest (Insurance Policies). Grantor hereby funds the Trust with the assignment of all claims pursuant to, and proceeds from, the Insurance Policies, and hereby unconditionally transfers, conveys, and assigns the Trust all of his claims pursuant to, and proceeds from, the Insurance Policies, pursuant to the terms of this Agreement. Grantor shall use his best efforts to:

a. identify any insurance policies in which Grantor may have an interest that are not listed in Exhibit 1;

b. take such actions and execute and deliver such documents and instruments as may be necessary or appropriate to transfer, convey, and assign Grantor's interest pursuant to any or all of the Insurance Policies that do not prohibit such transfer to Trustee; and

c. cooperate as an "insured" pursuant to any applicable policy requirements with Trustee's efforts to pursue claims under the Insurance Policies, but such cooperation shall not include the incurrence of travel expenses.

4. The Fund also shall consist of an initial cash contribution of \$30,000 paid into the Trust.

5. The Fund shall be held by Trustee, in trust, as hereinafter provided. The Fund also shall consist of:

- a. claims pursuant to the Insurance Policies; and
- b. any and all payments made by any insurer or any other party pursuant to Section 3 of this Agreement in connection with the Insurance Policies including, without limitation, any amounts paid by any insurer or any other party in settlement or satisfaction of claims or rights arising under the Insurance Policies (Policy Payments) and any interest, earnings, and profits thereon, less any payments or distributions made by Trustee pursuant to this Agreement.

6. *Acceptance of Trust.* Trustee, by his execution of this Agreement, agrees that he understands and accepts the Trust established herein, accepts his rights, powers, duties, and responsibilities as Trustee of the Trust, and agrees to perform his duties and responsibilities as Trustee of the Trust.

III. TRUSTEE AUTHORITY RELATED TO THE INSURANCE POLICIES

7. Trustee shall have broad discretion and authority to take such actions as Trustee deems necessary or appropriate to pursue Policy Payments and other payments pursuant to or in connection with the Insurance Policies. Without limiting Trustee's general discretion and authority granted pursuant to this Section, Trustee shall have the authority to:

- a. negotiate, settle, compromise, or otherwise adjust all claims and payments arising under or in connection with the Insurance Policies;
- b. engage such outside legal counsel, consultants, accountants, and other independent advisors as Trustee deems necessary or appropriate to pursue payments pursuant to the Insurance Policies; and
- c. compensate, or arrange or agree to compensate, such persons, using Policy Payments.

IV. TRUST MANAGEMENT

8. *Investing Trust Assets.* Consistent with the liquidity needed to make payments authorized or required by this Agreement, Trustee shall invest the income of the Fund, such as Policy Payments, in safe, interest-bearing vehicles. Investments are limited to the following:

- a. obligations issued or granted by the United States, or any money fund that invests solely in those obligations;
- b. obligations issued or guaranteed by any state or municipality in the United States that is rated AAA by Standard & Poor's or AAA by Moody's Investors Service at the time of investment;
- c. corporate bonds with an investment grade credit rating of AAA by Standard & Poor's or AAA by Moody's Investors Service at the time of investment; and
- d. certificates of deposit of, accounts with, or other obligations of any bank or corporation provided that 100% of any such certificate of deposit, account, or other obligation is insured by FDIC or FSLIC.

9. *Trustee's Other Trust Management Duties.* Trustee shall discharge his duties regarding the Fund solely in the interest of Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing that persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, consistent with the duties of a fiduciary. Notwithstanding any other provision of this Agreement, Trustee shall not take actions that cause Grantor to incur any personal financial liability.

V. EXPRESS POWERS OF TRUSTEE

10. Without in any way limiting the powers and discretion conferred on Trustee by other provisions of this Agreement or by law, Trustee is expressly authorized and empowered to:

- a. make, execute, acknowledge, and deliver any and all documents of transfer

and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

- b. compromise or otherwise adjust all claims in favor of, or against the Fund;
- c. purchase and maintain insurance coverage, with policy limits not to exceed \$2 million, covering Trustee's personal liability for any acts or omissions in his capacity as Trustee.

VI. TAXES AND EXPENSES

11. All taxes of any kind that may be assessed or levied against, or in respect of, the Fund shall be paid solely from the Fund. The compensation of Trustee and all other expenses incurred by Trustee in connection with the administration of this Trust shall be paid solely from the Fund.

VII. PAYMENTS FROM THE FUND

12. *Payments of Professional Fees and Expenses.* Trustee shall make payments from the Fund to compensate or reimburse Trustee and persons or entities engaged by Trustee pursuant to Section III of this Agreement in connection with the pursuit of Policy Payments pursuant to the Insurance Policies. Additionally, pursuant to the preceding Section, Trustee shall make payments from the Fund for taxes and expenses. If payments to any single payee exceed \$1,000 in a one-year period, Trustee shall notify Beneficiary of its intent to make the payment 20 days in advance of the payment. Upon payment to third parties pursuant to this Paragraph, such funds shall no longer constitute part of the Fund as defined herein.

13. *Payments to EPA's Frontier Hard Chrome Special Account.* Within 15 days of receipt of Policy Payments exceeding \$10,000, or when the value of the Fund exceeds \$30,000, Trustee shall notify Beneficiary. Within 15 days of such notice, Trustee shall pay the balance of the Fund, less reasonable amounts for anticipated expenses, to the Frontier Hard Chrome Special Account within the EPA Hazardous Substance Superfund. Trustee shall

make all payments required by this Paragraph by EFT. A wire transfer transaction shall include the following: 1) Account Title: *EPA Superfund*; 2) Account Code: *9109109*; 3) Bank Code: *043000261*, 4) Lockbox: *360903M*. The description field shall include the following: a) *Pay to the order of EPA Hazardous Substance Superfund*; b) Trustee's name and address; c) *Frontier Hard Chrome Superfund Site, Site ID 1027*. Within two business days after the EFT, Trustee shall send a copy of all documents related to the EFT to the representatives of Beneficiary listed in Paragraph 23 of this Agreement and also to the EPA Region 10 Financial Management Officer, United States Environmental Protection Agency, 1200 Sixth Avenue, OMP-146, Seattle, Washington 98101. EPA shall either retain and use funds received from Trustee and deposited into the Frontier Hard Chrome Special Account to conduct or finance response actions at or in connection with the Site or shall transfer all or any portion of such funds to the EPA Hazardous Substance Superfund.

VIII. ROLE OF GRANTOR

14. Except as provided in Section II, Grantor shall have no rights, responsibilities, or obligations pursuant to this Agreement.

IX. INSPECTION OF RECORDS, AUDITS, AND REPORTING

15. *Accounting Records and Audits*. Trustee shall keep or cause to be kept proper books, records, and accounts of all transactions relating to the Trust in such form as will enable Trustee to produce all reports and accountings and to submit to any audit required pursuant to this Agreement. If requested by Beneficiary, Trustee shall make available all Trust books and records, including accounting records, to Beneficiary for inspection within 5 days of Beneficiary's request. If requested by Beneficiary, and in advance of the intended termination of the Trust, Trustee shall arrange for an independent accounting audit and shall furnish Beneficiary with the report and any other documents prepared by the independent accounting auditor.

16. *Quarterly Reports.* Within 30 days after the end of each calendar quarter, Trustee shall provide Beneficiary with a quarterly report summarizing the income and expenses of the Trust, cash balance held by the Trust, Trust investments, the receipt and payment of claims, the status of litigation or negotiations regarding insurance claims that the Trust is pursuing, and any other issues related to Trust administration that Trustee deems appropriate.

X. ADVICE OF COUNSEL

17. Trustee may from time to time consult with counsel with respect to any issue regarding construction of this Agreement, or any action to be taken pursuant to the Agreement. To the extent permitted by law, Trustee shall not be liable for actions taken on advice of counsel.

XI. TRUSTEE COMPENSATION

18. Trustee shall be entitled to reasonable compensation for his services in the amount of \$(b) (6) per hour. Trustee's compensation shall be increased by \$5 per hour on January 1 of each year after the Grantor and Trustee sign this Trust Agreement up to a maximum hourly rate of \$(b) (6) per hour. If at any time the Trust does not hold sufficient funds to pay Trustee for his time within 30 days of the date that Trustee bills the Trust for his time, Trustee shall be entitled to premium compensation of \$(b) (6) for such hours spent on Trust matters, payable solely from funds later received into the Trust as proceeds of recoveries from claims pursuant to the Insurance Policies.

XII. RESIGNATION, REMOVAL, AND SUCCESSOR TRUSTEE

19. *Resignation of Trustee.* Trustee may resign at any time, with or without cause, and without the necessity of any court proceeding, by giving not less than 60 days prior written notice to Beneficiary. Such resignation shall take effect on the date set forth in the resignation notice, which shall be a date not less than 60 days after the date Trustee submits

the resignation notice to Beneficiary, unless a successor Trustee is appointed sooner pursuant to Paragraph 21 of this Agreement, in which event such resignation shall take effect immediately after the appointment and acceptance of the successor Trustee.

20. *Removal of Trustee.* Notwithstanding any other provision of this Agreement, Trustee may be removed at any time, with or without cause, and without the necessity of any court proceeding, pursuant to an instrument executed by the EPA Region 10 Director of the Office of Environmental Cleanup or his designee and delivered to Trustee.

21. *Successor Trustee.* If Trustee resigns, is removed, or otherwise ceases to act as Trustee, a successor Trustee shall be appointed pursuant to an instrument executed by Beneficiary without the necessity of any court proceeding. The successor Trustee, by its execution of an addendum to this Agreement, agrees that the successor Trustee understands and accepts the Trust established by this Agreement, accepts the rights, powers, duties, and responsibilities set forth in this Agreement, and agrees to perform Trustee's duties in accordance with this Agreement.

22. *Transfer to Successor Trustee.* Every successor Trustee appointed pursuant to the preceding paragraph shall execute and deliver to his predecessor an instrument accepting his appointment. Thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, title to Trust assets, trusts, duties, and other Trustee obligations pursuant to this Agreement. Nevertheless, upon written request of the successor Trustee, such predecessor Trustee shall execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, title to Trust assets, trusts, duties, and other obligations of such predecessor Trustee pursuant to this Agreement; and every predecessor Trustee shall deliver all assets of the Trust held by him to his successor; provided, however, that before any such delivery is required or made, all allowable fees and expenses of any such predecessor Trustee shall be paid in full.

XIII. NOTICES

23. Whenever, pursuant to the terms of this Agreement, written notice or communications are required or authorized, or a report or other document is required or authorized to be sent, the written notice, document, or communication shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give written notice of a change. All notices and submissions shall be considered effective on receipt, unless otherwise provided.

As to Beneficiary:

Regional Counsel
Region 10
United States Environmental Protection Agency
1200 Sixth Avenue, ORC-158
Seattle, Washington 98101

Director, Office of Environmental Cleanup
Region 10
United States Environmental Protection Agency
1200 Sixth Avenue, ECL-111
Seattle, Washington 98101

As to Trustee:

Daniel J. Silver
421 South Capitol, Suite 303
Olympia, Washington 98501

As to Grantor:

Walter Neth
c/o Brian D. Chenoweth
101 SW 5th Avenue, Suite 1300
Portland, Oregon 97204-1151

XIV. IRREVOCABILITY AND TERMINATION

24. *Irrevocability of Trust.* The Trust is irrevocable. Grantor retains no equitable, legal, beneficial, or residual interest in the Trust.

25. *Termination of Trust.* This Trust shall continue until, and Trustee shall terminate this Trust within 30 days after, in the judgment of Beneficiary, (1) all claims against Trustee in his individual and official capacity have been resolved; (2) Trustee has pursued all valid

claims based on the Insurance Policies and received all proceeds based on the Insurance Policies, or until the remaining valid claims based on the Insurance Policies are not worth the cost of pursuing them; and (3) Trustee has paid all expenses and obligations of the Trust. Upon termination of the Trust, Trustee shall liquidate all remaining Trust property, pay all final Trust administration expenses, and deposit the remaining balance of the Trust into the Frontier Hard Chrome Special Account within the EPA Hazardous Substance Superfund in accordance with the procedures described in Paragraph 13 of this Agreement.

XV. IMMUNITY AND INDEMNIFICATION

26. *No Liability of the United States.* Notwithstanding any other provision of this Trust Agreement, neither the United States, nor any agency of the United States including without limitation the United States Environmental Protection Agency shall be liable to the Trust, Trustee, or Grantor for any damages or payments whatsoever arising out of matters related to the Trust, and Trustee shall not have power to sue the United States in any forum except for the purpose of enforcing the terms of this Agreement.

27. *Extent of Liability of Trustee.* Trustee shall not be liable for his acts, omissions, or defaults, regardless of whether or not occasioned by the negligence of Trustee, nor for the acts, omissions or defaults of any agent or depository employed, appointed, or selected by Trustee, except for such Trustee's own acts, omissions, or defaults occasioned by the gross negligence or willful misconduct of such Trustee. Trustee shall not be responsible for the acts or omissions of any predecessor Trustee nor, in particular, shall Trustee be liable for the exercise or nonexercise of any power or discretion properly delegated pursuant to this Agreement.

28. *Indemnification of Trustee.* To the extent of Trust assets only, the Trust shall indemnify, hold harmless, and defend, to the extent allowed by law, Trustee from any personal liability to which Trustee may be subjected by reason of any act or omission in Trustee's official capacity, including all expenses reasonably incurred in Trustee's defense.

29. *Survivorship of Protections.* Notwithstanding any other provision of this Agreement, the terms and conditions of Paragraphs 27 and 28 of this Agreement shall survive the termination of the Trust and this Agreement and may not be altered, amended, or revoked without the consent of the beneficiaries of the protections in Paragraphs 27 and 28 of this Agreement.

30. *No Bond or Insurance Required.* No bond or other security shall be exacted or required of any Trustee appointed by this Agreement.

XVI. CHOICE OF LAW

31. This Agreement shall be administered, construed, and enforced according to the laws of the State of Washington.

XVII. MISCELLANEOUS

32. *Headings.* Headings to sections and paragraphs of this Agreement are included for the convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

33. *Particular Words.* Any word contained in the text of this Agreement shall be read as singular or plural and masculine, feminine, or neuter, as may be applicable or permissible in the particular context. The word "person" shall include an individual, partnership, association, company, corporation, or municipal corporation.

34. *Severability.* If any provision of this Agreement, or its application to any person in any circumstances, shall be invalid or unenforceable, the application of such provision to other persons and in circumstances other than those to which the provision is invalid or unenforceable, and the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

35. *Disputes; Jurisdiction of Court.* All disputes arising between or among Trustee, Grantor, or Beneficiary that cannot be resolved informally shall be resolved in the United

States District Court for the Western District of Washington. Trustee agrees to, and accepts the jurisdiction of the United States District Court for the Western District of Washington for this purpose.

IN WITNESS WHEREOF the parties have executed this Agreement.

GRANTOR

A handwritten signature in dark ink, appearing to read "Walter Neth", is written over a horizontal line.

WALTER NETH

ATTEST: _____

TRUSTEE

DANIEL J. SILVER

ATTEST: _____

Frontier Hard Chrome Environmental Trust
Exhibit 1

Insurance Policies

Policies Issued to Walter & Otto Neth			
Policy Number	Insurer	Policy Period	Type
MXX 80178618	Fireman's Fund	11/87-11/88	Comm Pkg
2 83 MXX 6830267	Fireman's Fund	11/82-11/85	Comm Pkg
2 HT 13495	Kemper	10/82-11/82	Comm Pkg
LS24945446	Maryland Casualty Company	10/82-10/83	CGL Cancelled
LS12668037	Maryland Casualty Company	10/79 - 10/80	CGL
LS24242520	Maryland Casualty Company	10/81-10/82	CGL
LS31092780	Maryland Casualty Company	10/80-10/81	CGL
LS69486679	Maryland Casualty Company	10/76-10/79	OLT
FR 6 4377092	Northern Insurance CO	10/82-10/83	Prop
FR 3 3067849	Northern Insurance CO	10/81-10/82	Prop
FR 1 3067849	Northern Insurance CO	10/80-10/81	Prop
FR 1 3067849	Northern Insurance CO	10/79-10/80	Prop
FR 46975721	Northern Insurance CO	10/76-10/79	Prop
FR 18869953	Northern Insurance CO	10/73-10/76	Prop
3514 17 17	Northwestern Pacific Indemnity	8/82-	Cancelled